



Entered on Docket
May 22, 2006

A handwritten signature in black ink, appearing to read "R. B. Riegle".

Hon. Linda B. Riegle
United States Bankruptcy Judge

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17 Proposed Attorneys for Debtors and Debtors-in-Possession

18 **UNITED STATES BANKRUPTCY COURT**

19 **DISTRICT OF NEVADA**

20 In re: USA COMMERCIAL MORTGAGE COMPANY,	21 Debtor.	22 Case No. BK-S-06-10725 LBR Case No. BK-S-06-10726 LBR Case No. BK-S-06-10727 LBR Case No. BK-S-06-10728 LBR Case No. BK-S-06-10729 LBR
23 In re: USA CAPITAL REALTY ADVISORS, LLC,	24 Debtor.	25 Chapter 11
26 In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC,	27 Debtor.	28 Jointly Administered Under Case No. BK-S-06-10725 LBR
29 In re: USA CAPITAL FIRST TRUST DEED FUND, LLC,	30 Debtor.	31 Date: N/A 32 Time: N/A
33 In re: USA SECURITIES, LLC,	34 Debtor.	

1 Affects:

2 All Debtors

3 USA Commercial Mortgage Company

4 USA Securities, LLC

4 USA Capital Realty Advisors, LLC

4 USA Capital Diversified Trust Deed Fund, LLC

4 USA First Trust Deed Fund, LLC

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6 **STIPULATION AND ORDER REGARDING REJECTION OF LEASE WITH P&P**

7 **ENTERPRISES LIMITED LIABILITY COMPANY [AFFECTS USA COMMERCIAL**

7 **MORTGAGE COMPANY]**

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9 USA Commercial Mortgage Company, Debtor and Debtor-in-Possession ("Debtor" or
p>10 "USA"), by and through its counsel, Jeanette E. McPherson, Esq. of Schwartzer & McPherson
p>11 Law Firm, and P & P Enterprises Limited Liability Company, by and through its counsel,
p>12 Geoffrey Giles, Esq., hereby stipulate and agree as follows:

13 **WHEREAS**, the Debtor filed its voluntary petition for relief under Chapter 11 of Title 11
p>14 of the United States Bankruptcy Code on April 13, 2006 (the "Petition Date"), and the Debtor
p>15 continues to operate its business and possess its property as a debtor-in-possession pursuant to
p>16 Bankruptcy Code §§ 1107 and 1108.

17 **WHEREAS**, the Debtor is a party to a Lease as lessee with P & P Enterprises Limited
p>18 Liability Company ("P&P") dated June 6, 2001 (the "Lease"). Under the Lease, the Debtor leased
p>19 real property located at 940 Southwood Boulevard, Incline Village, Nevada known as Timber
p>20 Ridge Plaza, Suite 103 (the "Premises").

21 **WHEREAS**, upon execution of the Lease, Debtor made an initial deposit by paying a
p>22 security deposit in the amount of \$2,274.80 ("Security Deposit"), the first month's rent in the
p>23 amount of \$2,274.80, and the last month's rent in the amount of \$2,460.42 ("Last Month's Rent").
p>24 The current monthly rental payment is \$2,661.19 plus common area maintenance charges. The
p>25 Lease expires in June 30, 2007.

26 **WHEREAS**, the Debtor issued a check to P&P for the rent for April, 2006; however, such
p>27 check was returned for nonsufficient funds.

28 **WHEREAS**, the Debtor has rejected the Lease and vacated the Premises on or around

May 10, 2006.

WHEREAS, the Debtor has agreed that in exchange for this stipulation, P&P shall waive any prepetition, administrative, and rejection damages claims that it does or may hold and P&P is permitted to retain the Debtor's Security Deposit and Last Month's Rent that it holds in its possession.

NOW, THEREFORE, in consideration of the foregoing, the Debtor and P&P agree as follows:

8 1. The foregoing recitals are true and incorporated herein in full.

9 2. The Lease is hereby rejected.

10 3. The automatic stay under 11 U.S.C. § 362 is hereby lifted and the lifting of the

11 automatic stay in favor of P&P shall not be subject to the ten (10) day stay imposed under

12 Fed.R.Bankr. P. 4001(a)(3).

13 4. P&P is entitled to keep the Security Deposit and Last Month's Rent and in

14 exchange P&P waives any and all prepetition, administrative, and rejection damages claims that it

15 holds or may hold and is hereby estopped and precluded from asserting such claims.

5 || DATED: May __, 2006

DATED: May __, 2006.

/s/ Jeanette E. McPherson

Jeanette E. McPherson, Esq.
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/s/ Geoffrey L. Giles

Geoffrey L. Giles
527 California Avenue
Reno, Nevada 89509
Attorney for P & P Enterprises Limited
Liability Company

ORDER

IT IS SO ORDERED.

- || Submitted By:

/s/ Jeanette E. McPherson

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